

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 181 PAGES
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2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 15 January 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Army Corps of Engineers Los Angeles District P.O. Box 532711 Los Angeles, CA 90053-2325	CODE	7. ADMINISTERED BY (If other than Item 6) Nellis AFB Residence Office Los Angeles District, U.S. Army Corps of Engineers 4551 Devlin Drive, Building 867 Nellis AFB, NV 89191-0744	CODE CESPL-CO-AV

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√) 9A. AMENDMENT OF SOLICITATION NO. W912PL-04-R-0003
	X 9B. DATED (SEE ITEM 11) 17 December 2003
	10A. MODIFICATION OF CONTRACTS/ORDER NO.
	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Price Schedule (Section 000BS.pdf) and Offeror's Notes (Section 00BSN.pdf have changed to reflect changes to Option 3. (Section 000BS 1.pdf replaces 000BS.pdf and Section 00BSN 1.pdf replaces 00BSN.pdf.)
2. CAL file NE26t103, drawing number T1.03, "10,000 BBL Storage Tank Sections and Detail" has been added and the index of drawings has been updated.
3. The due date for receipt of proposals has been changed from 28 January 2004 to 3 February 2004.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

PRICING SCHEDULE

Item No.	Description of Item	Estimated Quantity	Unit	Unit Price	Estimated Amount
BASIC ITEMS					
1.	All Work Complete for the Hydrant Fuel System, excluding Item 2 and Options listed below.	1	JOB	L.S.	\$ _____
2.	Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal). See Note 14 of Offeror's Notes	30	Tons	\$ _____	\$ _____
	a. First 30 Tons	80	Tons	\$ _____	\$ _____
	b. Over 30 Tons				
	TOTAL BASIC (ITEMS 1 + 2)				\$ _____

Item No.	Description of Item	Estimated Quantity	Unit	Unit Price	Estimated Amount
OPTION ITEMS					
O-1.	All work complete for 4 additional Truck Fill Positions	1	JOB	L.S.	\$ _____
O-2	All work complete for Canopy for all Truck Fill Positions	1	JOB	L.S.	\$ _____
O-3A	Additional amount for replacing carbon Steel piping under the Basic with Stainless steel piping for Work identified in Offeror's Notes note 17 for "SS Loop."	1	JOB	L.S.	\$ _____
O-3B	Additional amount for replacing Carbon Steel piping with Stainless Steel under Item O-1, for four (4) additional truck fill positions for Work identified in Offeror's Notes note 17 fro "SS Truck Fill Positions."	1	JOB	LS	\$ _____
O-4	Additional Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal).	100	Tons	\$ _____	\$ _____
O-5	Additional Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal).	100	Tons	\$ _____	\$ _____
O-6	Additional Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal).	100	Tons	\$ _____	\$ _____

Item No.	Description of Item	Estimated Quantity	Unit	Unit Price	Estimated Amount
	OPTION ITEMS				
	<u>GRAND TOTAL AMOUNT (BASIC ITEMS & OPTIONS O-1, O-2, O-3, O-4, O-5, AND O-6)</u>				\$ _____

Type III Hydrant Fueling System, Nellis AFB, AZ

OFFEROR'S NOTES

1. Payments under Firm-Fixed Price Task Orders will be made pursuant to FAR 52.232-5, "Payment Under Fixed-Price Construction Contracts."
2. Application of Davis-Bacon Act (DBA) Provisions. Davis-Bacon (construction) Wage Rates will not be updated during the life of the contract. When it is necessary to add a Davis-Bacon General Wage Rate decision that was not included in the contract, the applicable wage rate decision will be added by modification to the contract.
3. Any subcontractors required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's consent before making any substitutions for these subcontractors.
4. The Contract Clause 52.232-7, "Prompt Payment for Construction Contracts," requires that the name and address of the contractor official to whom payment is to be sent, be the same as that in the contract or in a proper notice of assignment.
5. Payment by Electronic Funds Transfer is the mandatory method of contract payment. The Contractors attention is directed to Contract Clause No. FAR 52.232-33, "Mandatory Information for Electronic Funds Transfer – Central Contractor Registration."
6. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer of this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.
7. Proposal Expenses and Pre-contract Costs. This Request for Proposals does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of a formal contract.
8. Amounts and prices shall be indicated in either words or figures, NOT BOTH.
9. Offerors shall submit prices on all items of the Price Schedule.
10. Offerors are cautioned to check Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they must be extended to the ACTUAL AMOUNT AND NOT ROUNDED OFF.
11. For the purpose of evaluating the Price Schedule, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the offeror:
 - a. Obviously misplaced decimal points will be corrected;
 - b. In case of discrepancy between the unit price and the extended price, the unit price will govern;
 - c. Apparent errors in extensions of unit prices will be corrected;
 - d. Apparent error in addition of lump sum and extended prices will be corrected
12. Prospective offerors are encouraged to submit, in writing, questions on any issues needing clarification. Questions must be submitted in writing no later than 14 calendar days prior to closing date of this Request for Proposals. Your questions may be submitted to the following:

Type III Hydrant Fueling System, Nellis AFB, AZ

By FAX: 213.452.4184

By MAIL: U. S. Army Engineer District, Los Angeles
ATTN: CESPL-CT-E
C/O Sharon Morrow
P. O. Box 532711
Los Angeles, CA 90053-2325
e-mail: Sharon.R.Morrow@USACE.Army.mil

13. Offerors must enter their CAGE CODE and DUNS NUMBER in Block No. 14 of the Standard Form 1442, "Solicitation, Offer and Award."

14. Basic Item No. 2 is subject to the following Clause "Variation in Estimated Quantities for Sub-Divided Items." As follows:

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)

This Variation in Estimated Quantities Clause is applicable only to Item Nos. 2.

- (1) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.
- (2) Where the actual quantity of work performed for Item Nos. 2 is less than 85 percent of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity.
- (3) If the actual quantity of work performed under Item No. 2 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. 2 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity. (EFARS 52.212-5001)

Variation to the Estimated Quantities required by Option Items O-4, O-5 and O-6 will be handled the same as Basic Item 2 in the Price Schedule as outlined above.

15. See Section 00100, INSTRUCTIONS, CONDITIONS AND NOTICES OFFERORS, paragraph EVALUATION OF OPTIONS for evaluation of pricing items and options.

16. Prices must be entered for all line items on the Pricing Schedule. Total amount prices submitted without prices for individual line items will not be evaluated. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the total amount, the lump-sum prices will be considered the price. In case of variation between the unit prices and the extensions, the unit prices will be considered the amount proposed.

17. OPTIONS:

The Government reserves the right to exercise Options O-1, O-2 and O-3 within 90 calendar days after Notice to Proceed (NTP). The Government reserves the right to exercise Option O-4 within 270 calendar days of NTP, Option O-5 within 360 calendar days of NTP and Option O-6 within 450 calendar days of NTP.

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- a. **4 Additional Truck Fill Positions (Option O-1).** The Basic will provide 2 Truck Fill Positions and the 4 additional Truck Fill Positions is an option.
- b. **Canopy for Truck Fill Positions (Option O-2).** The canopy over all truck fill stands is an option.
- c. **SS Loop (Option O-3A).** The Basic will be carbon steel piping. This option changes the majority of all fuel piping from carbon steel to stainless steel. The following fuel piping shall be stainless steel:
 - Exterior of the Pump House.
- d. **SS Truck Fill Positions (Option O-3B).** The Basic will be Carbon Steel piping. This option changes the piping for Option O-1 from carbon steel to stainless steel.
- e. **Contaminated Soil (Option O-4).** Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal) using available fiscal year funds from an approved alternate funding source. This item is similar to Basic Item 2b above.
- f. **Contaminated Soil (Option O-5).** Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal) using available funds from an approved subsequent fiscal year alternate funding source. This item is similar to Basic Item 2b above.
- g. **Contaminated Soil (Option O-6).** Excavation, Stockpiling, Handling of Petroleum Contaminated Soil, and Disposal (Includes Final Testing for Disposal) using available funds from an approved subsequent fiscal year alternate funding source. This item is similar to Basic Item 2b above.

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CERTIFICATE OF CORPORATE PRINCIPAL

1) IF THE OFFEROR IS A JOINT VENTURE, COMPLETE THE FOLLOWING:

_____ (Company Name)	_____ (Signature)	_____ (Title)
_____ (Company Name)	_____ (Signature)	_____ (Title)
_____ (Company Name)	_____ (Signature)	_____ (Title)

2) IF THE OFFEROR IS PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS:

_____ (Company Name)	_____ (Signature)	_____ (Title)
_____ (Company Name)	_____ (Signature)	_____ (Title)
_____ (Company Name)	_____ (Signature)	_____ (Title)

3) IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATION SHOULD BE COMPLETED:

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as principal in the within contract; that _____, who signed the said contract on behalf of the principal, was the _____ of the corporation; that I know his signature and that his signature is genuine; and that said contract was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

	_____ CORPORATE PRINCIPAL
CORPORATE SEAL	
SECRETARY	_____